

## Overdraft Privilege Account Disclosure

As a benefit to our customers, we offer a useful feature on some of our checking account products — an Overdraft Privilege. With this Overdraft Privilege, we will pay your non-sufficient-funds (NSF) checks and fees up to a pre-approved limit. This feature will save you time, embarrassment and the additional fees charged by many other companies.

The Overdraft Privilege will allow you to overdraw your account up to the negative available funds balance of \$500.00 on a consumer account or \$1,000.00 on a commercial account. You will be charged the normal per item Insufficient Funds Charge/Overdraft handling fee as set forth in our fees schedule — the same as if we returned your check unpaid. Of course, any and all bank fees and charges, including without limitation, the NSF/Overdraft fees, will be included in this balance.

**CONDITIONS FOR THE PRIVILEGE:** Naturally, it is always the policy of our bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply to this new Overdraft Privilege feature:

You will be eligible for the Privilege unless:

1. You are more than 30 days past due on any loan obligation to the Bank; or,
2. You are subject to any legal or administrative orders or levy; or,
3. You are currently a party in a bankruptcy proceeding; or,
4. A hold is being placed on your account or any items and the bank is required by law to notify you. Your Privilege will automatically be suspended without prior notice for so long as the hold is in effect; or,
5. It appears that improper activity is taking place in your account, in which case we may suspend your Privilege with seven (7) days' notice.

You must also bring your account to a positive balance at least once every thirty (30) days to maintain your Overdraft Privilege in good standing.

**SUSPENSION OF PRIVILEGE:** After your Overdraft Privilege has been activated, we may suspend your privilege without notice if we become aware of any of the above conditions: numbers one (1) through six (5). Once suspended from our Overdraft Privilege program, you can be considered for reinstatement if you maintain your account in good standing. Reinstatement is at the bank's sole discretion.

**NEW CUSTOMERS:** If you are a new customer, we will activate your privilege after 30 days if you are eligible under the above conditions and if you have not been overdrawn in the first 30 days. Once new customers become eligible for the program they will receive a letter in the mail with the Overdraft Privilege Account disclosure and a Regulation E Opt-In notice.

**ONE PRIVILEGE PER SSN:** Generally, we will limit this Privilege to only one account per Social Security Number (SSN).

**FEES:** One insufficient charge (NSF Charge) of \$35.00 is charged to your account for each transaction item that is returned unpaid. One Overdraft Charge of \$35.00 is charged to your account for each overdraft transaction item that is paid. If your account balance remains overdrawn for 5 or more consecutive business days, we will charge an additional \$3 per day.

**ITEMS INCLUDED:** For the standard Overdraft Privilege program on checks, ACH, and recurring bills, we will consider for authorization and payment overdrafts for the following types of transactions: withdrawals, checks, transfers, recurring debit card transactions, automatic bill payments and other transactions made using your checking account number. If you "Opt-In" to the Overdraft Privilege program for ATM and everyday debit card transactions, we will consider for authorization and payment overdrafts for the following types of transactions: ATM and everyday debit card transactions.

**LIMITS:** Accounts meeting the criteria above you may be assigned up to a \$500.00 limit for consumer and up to a \$1,000 for a business account.

**ORDER OF PAYMENT:** All credits are posted to your account first and then the debits are posted in the following order: Unposted items from previous day, ATM and debit card transactions, automatic transfers, ACH items, and all other checks and debits. Checks are posted from smallest to largest.

**OPTING OUT:** If you decide you no longer want this service, you can request to "opt-out" of our Overdraft Privilege Program at any time by visiting one of our branches or by calling us at 318-339-8571. If you choose not to participate in our Overdraft Privilege Program be aware that all items presented against insufficient funds on your account, besides those that we are legally obligated to pay, may be returned or denied whenever possible, regardless of the type of transaction (preauthorized debits, ATM withdrawals, transfers, point of sale (POS), withdrawals, and check.)

**We offer this service as a courtesy in anticipation that you will be making a deposit soon to bring your account to a positive balance. We are under no obligation to pay items when your account has insufficient funds, even if previous items were paid.**

**Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this agreement. Your account agreement and this agreement shall be construed so as to minimize conflicts between the two agreements.**

**Waiver: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, the Overdraft Privilege agreement, or any other agreements related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.**

**ARBITRATION: THE BANK AND YOU HEREBY ACKNOWLEDGE THAT ANY CONTROVERSY ARISING OUT OF THIS OVERDRAFT PRIVILEGE OR BANK'S OR YOUR PERFORMANCE HEREUNDER, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS PROHIBITED BY LAW.**